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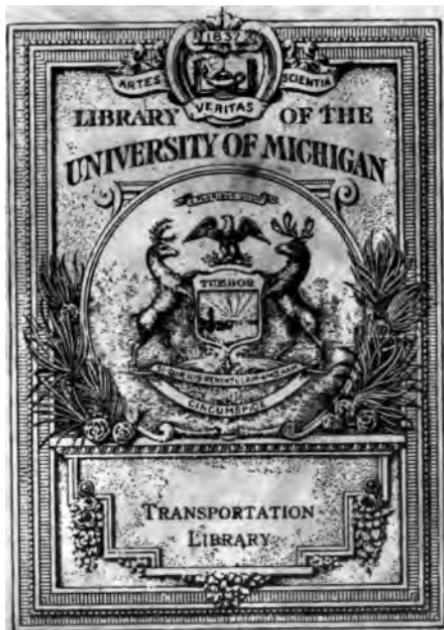
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HOW TO HANDLE FREIGHT

James Lee Stuart

R. E. Richards



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R517

*Francis Lee Spear
R.R.S. - Traffic*

How to Handle Freight

ADDRESS

TO THE AGENTS AND EMPLOYES OF THE
CHICAGO & NORTH-WESTERN
RAILWAY COMPANY

DELIVERED AT
CHICAGO, BOONE, NORTH FOND DU LAC,
MADISON, ESCANABA, WASECA
AND HURON

slip copy BY
R. C. RICHARDS

1904

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FOREWORD.

Employes who were able to participate in the meetings, which this book records, will secure additional pleasure and profit in an opportunity for review. The large number whose duties would not admit attendance will find the first page so interesting as to require no other incentive for completing the whole. Therefore it is superfluous to solicit "your particular attention" or appear solicitous for the result.

Rules and regulations are the fundamental basis of Railway service and management. Those who make rules are not infallible, and those who should observe regulations are not always keenly alive to the disastrous effect which may result from a trifling cause. The severest, most impartial, and always reliable teacher is Experience, and, whether we be machine-made from the University or hand-made from the Universal, no little portion of our success as individuals or corporations is to be attributed to our faculty for avoiding the difficulties which have jeopardized others, and a foreknowledge of these evils is of just so much value as you individually choose to apply the lesson.

This little book is a true record of experiences, their causes and effects, their perils, and how to avoid them. The application is in your hands.

W. A. GARDNER.



N order that a railroad or any other enterprise be successful it must necessarily be profitable and to bring about this desirable result we must have several things.

First, competent, experienced and careful men, officers as well as employes, to run it. Second, we must have the necessary appliances in the way of good track and equipment with which to handle and transport persons and property. Next you must have simple and reasonable rules, the simpler and fewer the better, governing the operation of the trains and regulating the manner of handling the traffic. Then you must have the necessary supervision to see that the trains and traffic is moved in accordance with the rules. When you have these things you can run your trains at the necessary speed with safety and handle your traffic expeditiously and with accuracy.

The cost of operating a railroad is generally about two-thirds of its income, and that cost is made up of many items, chief of which is the wages paid to the officers and employes, which is the first lien on the earnings. On the North-Western it is seventeen or eighteen hundred thousand dollars a month, and during the thirty-four years that I have been connected with the Company it has never missed a pay day and no employe has been obliged to discount his pay check, and pray God it may always be so. Next comes the cost of fuel, material, supplies and among the smaller items was until recent years the amount paid out for loss and damage to freight in transit, but during the past seven or eight

What is necessary to operate a railroad successfully

Items of operating expense

years that account has increased on this road as well as all others by leaps and bounds and because of that extraordinary and unnecessary increase the management of the Company has asked me to talk to you about the matter to see if by our individual as well as collective efforts something cannot be done to reduce this account to a reasonable amount.

The North-Western, as you all know, advertises that it has the best of everything and that of course includes the men, it also claims to be the pioneer in this part of the country, and the officers of the Company believe that when the best lot of railroad men in the country understand the matter that they will see to it that the necessary is done to make their Company the pioneer in improving the handling of freight and so reduce the losses to a reasonable amount and thereby leave in the money box at the end of the year more money to be divided among the owners and themselves.

To demonstrate how necessary it is to do this and how great the increase has been I give you the figures for the twelve months ending May 31st, 1898 and 1904.

Comparative statement of earnings and claims	Per cent of Increase		
	1898	1904	Increase
Freight earnings....	\$37,085,105.39	\$37,865,007.33	\$10,839,901.94
Number of claims....	14,738	58,146	43,418
Freight lost.....	\$7,530.08	\$57,824.07	\$50,303.99
Freight damaged....	\$62,548.14	\$372,786.97	\$310,238.83
Total amount paid for claims.....	\$70,068.22	\$330,611.04	\$260,542.82
			470

The increase in this account is partly the fault of the management of the Company and partly the fault of the men who handle the freight traffic for the Company, and as the result of the carelessness

cause of increase and what would happen to us if we had it

and thoughtlessness on the part of both, shows up in my office as a claim. I shall try and show you how some of the losses occur and what in my opinion you can do to avoid them. We all know that if you or I had an increase in our wages of forty per cent and increase in our cigar bill of four hundred per cent and our wives had an increase in their dress-maker's bill of seven hundred per cent what would happen to us under such circumstances. We would either stop smoking, or go back to nickel cigars, and our wives would be wearing the cast-off clothing of their well-to-do sisters, or else the courts would be swamped with petitions in bankruptcy and applications for divorce. And the same thing will necessarily happen on a railroad if this increase is not stopped and we *must* stop it.

With this preface I wish to call your attention to many of the things which come up almost daily in the department with which I am connected that show the importance of having rules and of complying with them, and how much less time it would take us to learn to do a thing right in the first place than to explain to a half dozen officials why you did not. We know what happens when a thing goes wrong. You get a letter from your Superintendent, the General Claim Agent and some one else wanting to know why you did the thing that way. All of those letters require an answer and the higher the official asking you to explain the better you try to make the explanation and the longer you make your letter the more time it takes to do it. Now, if you would take one-quarter the time in finding out how to do that business right

It takes less time to learn how to do a thing right than it does to explain why you did it wrong

that it takes to explain why you did it wrong, you would have saved that time and the Company saved the loss.

D. The book of rules of the Traffic Department known as G. F. D. 26,600 has been gotten up by men of experience, and they have tried to cover as far as possible all of the things that are likely to come up in the ordinary transaction of our business it tells you how the Company wants the business done. If anything extraordinary comes up and you find no guidance in that book of rules as to how to do it then you should call on your Superintendent, on the General Claim Agent or whatever official of the road ought to know and have him tell you. That is what we are paid for and we are trying to earn our salaries. I will warrant that if you make inquiry you will get the information promptly and will be set right and always know how to do it after that, and the man asked will be glad the question was put to him, because it demonstrates that the agent or employe making the inquiry is trying to do right. It calls your officers' attention to the fact that you are trying to learn the right way to do the business.

kind of
that get
oted The men that get along in the railroad service are the men who do things right, men who were able to do things that are necessary in time of emergency. When everything runs smoothly there is no trouble, the thing runs itself, no officers are needed, but when an emergency arises or trouble comes up then is when the officer wants to get busy and earn his salary, and then is when you want to call on him. And by doing so you are calling attention to your-

self and it may aid in bringing about your promotion. That is what we are all working for. We are not working solely for the salary or the wages we are receiving to-day. We want to get a better position. You will find if you look around on the North-Western Railroad that there is not an officer that did not come from the ranks. Your President, General Manager, General Superintendent, and the whole outfit came from the ranks, and they were promoted because they attended to business and when something important or some emergency arose it was found that they were able to fill the bill, and if you want promotion you should do the same thing.

One of the first rules I want to call your attention to is No. 3. Which instructs an agent to give courteously all information that is asked of him by our patrons so far as it does not interfere with the company's business or interests. We, however, are not to open our books for information or inspection of attorneys or any one else. If some one comes along who is neither shipper or consignee and pretends to be interested in knowing about a certain shipment you have handled and whether the man has paid the charges, that is the kind of information you are not at liberty to give and you want to say to him that it is against the rule to do so; the only man who has a right to ask for information concerning a shipment is the consignor or the man who gets the goods.

What information should and should not be given and to whom

We had a short time ago a claim for \$700.00 on a car of corn claimed misdelivered. When we sent out for information regarding the matter we found

that the attorney for the claimant had been there ahead of us, had been through the books and got all of the information he wanted. Now, that is the kind of information we don't want to give; if any one comes along and insists on getting such information refer him to your Superintendent, or to me, but don't furnish it.

What property will not be received

Rule No. 11 tells us certain kinds of freight that we will not receive. We don't receive money or jewelry, valuable papers, or valuable paintings. That is business that belongs to the express company. We are not equipped for the handling of property of that kind.

Horses in less than car lots

We don't want to take any horses in less than carload lots going to points beyond our line unless there is someone in charge of the horses. We are perfectly willing to accept such shipments for points local to the North-Western because we have our sign out to do any kind of business that is proper for a railroad to do and we can't have too much of it—just at present we have too little—but our connections will not receive horses in less than carload lots unless there is some one in charge. Nearly every week we receive at Milwaukee, Chicago and other terminals such shipments that our connections will not accept because there is no one in charge. We have to pay for feeding the horses and we have to take care of them, and get the other line to take the shipment or make some arrangement with the shipper and we have to make all sorts of concessions to do it.

Do not accept shipments of returned machinery for repairs unless accompanied by an order from the

shipper to take it back. We don't want to take shipments of agricultural implements, stock foods, patent medicines or things of that kind for return shipment without such an order because the chances are that when it gets to destination it will be refused and the original shipper will say: I am going to sue the fellow up there for that stuff and I won't take it. And nine times out of ten we won't get our charges and we don't want anything which we can't get pay for handling.

Machinery returned for repairs, stock foods, patent medicines, etc.

And I want to say that we are under no legal obligations to advance charges to anyone. We don't have to loan our money to any one. While it has become customary to make proper advances on shipments that are offered to us from connecting lines, we never want to make any advances on shipments for more than one-half of what that property would sell for at forced sale, because if it is sold it has got to be sold at auction and you all know what happens when an article is offered for sale at auction. We don't want that kind of business. Very frequently we have cases where \$300 or \$400 charges are advanced on a shipment that is hardly worth three or four cents, and after three or four years we finally succeed in getting back the advances from the connecting line; but it involves an immense amount of labor. In determining the value of any article you want to base it on what you think you would pay for it if you wanted to make a purchase of that article. And in making advances we must take into consideration what will be the total amount of freight charges when the shipment reaches destination.

Advance charges.

Rule No. 24 says that freight must be properly marked with name of consignee and destination before being received for shipment. If it is so marked and should be carried by or go astray it can be promptly forwarded to its proper destination under rule No. 98, if not marked we all know what becomes of it. I remember a claim of \$800 or \$900 on a shipment going from Parker to Amboy, Illinois. There were 27 boxes shipped and when the man came to ship them the agent said to him: "Why, you haven't got that stuff marked." The man goes out to mark it, the agent takes his word for it and bills it. But the man neglected to mark two boxes, left the old marks on them. The shipment came down on our road and was transferred with the exception of two boxes which were marked Morris and checked out 25 boxes and went along with the way-bill marked "2 short." When it got to destination it was 2 boxes short, of course. And we had a claim for it. The agent at the transfer point forgot to make an over report and left the 2 boxes in the car for Morris, Illinois, on the Rock Island. They never reported them to us. They are poorer than we are and need all the boxes they can get more than we do. We traced the boxes up—I had to find them or lose my job—and I can't afford to lose my job as I don't know anything else—and we found that this shipment had been transferred and followed the original car which had gone to the Rock Island Road. We sent down to where the car went and there were the two boxes as big as life with the old marks on them but no new ones. Now if the two boxes had been marked we would have been saved

all this trouble and expense as they would have been forwarded when found over by the Rock Island to proper destination in accordance with the general understanding among railroads even if our agent at transfer point had made a mistake in the transfer.

Rule No. 13 says that before we receive property for shipment we must check it. We must know the condition of the property when delivered to us for transportation; whether it is in good or bad order, whether it is properly crated to go forward, and when we receipt for the property we want to remember that the receipt is worth exactly what the property is worth as long as the North-Western Railway Company is good. If Mr. Smith gives me his note for \$150 it is good just as long as he is good for it. Just so with the receipt we issue for property delivered to us for transportation. Just as long as the North-Western Railway Company is good we either have to deliver the goods or pay for them. And we have got to deliver the property in practically the same condition we receive it, and you want to be as careful in issuing a receipt as about issuing your own note as it means the same thing. If there is any doubt about the condition of the property when delivered to you give the company the benefit of the doubt. If it comes in the rain or the snow and looks bad, receipt for it as received in the rain or the snow. Receipt for it recovered if it appears to have been recovered, and if it looks as if it had been robbed or damaged open it up and see what the contents are and in what condition. You have a right to do it. But in issuing your receipt show the actual condition of the property, that

Checking
and receipt-
ing for
property

Don't re-
ceipt until
you count
the pack-
ages

is all we want. Don't receipt for stuff you haven't got. We know that the shipper always wants a receipt and never fails to ask for it. Why? Because he knows it is as good as long as the North-Western Company is good. Now, when a man comes to you and says: I have got 13 boxes of groceries out here, John, I want to ship up to my friend so and so, won't you give me a receipt? Don't you sign a receipt for that until you know you have 13 boxes not 11 because if you receipt for 13 we have got to deliver them or pay for them. Take time to go out and count them and see that they are properly crated and marked or tell someone else to go for you if you are busy and then receipt for them as they are. Last fall we had a claim for \$578.00, the value of 98 bales of twine alleged to have been shipped from Ute to Omaha; when the car reached its destination it was under seal, was full, but short 98 bales from the billing. Our receipt was out for the twine and the Agent issuing it claimed he had actually checked it into the car. It was up to my department to convince the holder of the receipt that it was a mistake and we finally did it. Perhaps you think it an easy job; if so, I wish you had tried it instead of me, that's all.

Shippers'
load and
count

Don't give a man a clean receipt for stuff that should be receipted for at Shippers' Load and Count, then when the thing gets to destination and there is a shortage of one-half the invoice we will be protected. It is only a little while ago we had a claim for \$1,600 shortage on a car of butter and eggs going from some point out in Iowa to New York City. The agent issued a clean receipt for it.

I think it was invoiced at \$2,100 and when it got to New York there was only \$500 worth of property in the car. The man who got his receipt had taken it to the bank, draft had been drawn on it, he got \$2,100 and Mr. North-Western got a claim. That is the thing we are up against. Don't receipt for stuff you haven't got. Don't receipt for a car load of freight loaded by the shipper unless you put on the receipt "Shipper's Load and Count." If you get a car of corn offered you, look and see if the corn is in the car. We had a claim the other day on a car of corn from Missouri Valley going up to Manitowoc and when it got to Manitowoc there wasn't a pound in it. Now, nobody had taken that corn out. It was simply an error of the man that was supposed to have loaded it out, yet the North-Western Company's clean receipt is out for that property, and what are we going to do about it? What would I do if you made a note for \$700 and gave it to Mr. Lawson and he gave it to me or sold it to me for \$350. When that note became due you would have to pay me \$700. You might say you gave that note to Mr. Lawson or that I only paid him \$350. That wouldn't make any difference. There is your signature for \$700 and you would have to pay the note if you were good. If we issue a receipt and it gets into the hands of an innocent holder we have got to pay for the stuff it calls for or deliver it. That is one of the things that is happening all the time. There isn't one of you men who would do it in your own business. Why should you do it for the concern that pays for your bread and butter, and that is one of the

reasons the damage account has increased 400% and the shortage 700.

Make bill of lading in ink and stamp with station stamp

Bills of Lading or receipts for property delivered for transportation should be carefully filled out and signed in ink and stamped with the station stamp, showing the date and place at which it was issued. That is what rule No. 28 says.

Compare way-bill with shipping instructions

When you make a way-bill for a shipment offered you for transportation, that way-bill should show the name of the consignee and the destination of the property, and if the shipping ticket that has been given you by the shipper shows any routing or directions your way-bill should show the same routing, and before you send that way-bill out you want to compare it with the shipping ticket so as to know whether you have made it in accordance with the shipping instructions.

Losses and delays caused by failure to compare way-bill with shipping ticket

The reason I say so much about way-billing and comparing way-bills with the instructions on shipping tickets is because we have so many claims for stuff that is routed wrong, or sent to the wrong consignee or destination. We had a claim of \$100 a few days ago on a shipment of potatoes going from Rosholt on the Ashland Division to Mounds, Illinois. Now there were two Mounds in Illinois, one on the Illinois Central and one on the Wabash. We were instructed to send it via the Illinois Central. The agent in billing the shipment billed it via the Wabash. We delivered it to the Wabash. It cost us something like \$100 to get the shipment back to the right place. They were as far apart as two places could be in Illinois. Only a little while ago we had a case on the Galena Division of a ship-

ment of household goods going from Maywood to St. Charles, Illinois, only about 25 miles distant. The shipping directions were plain enough St. Charles, Illinois, but when the agent came to bill the shipment he billed it to St. Charles, Iowa. The man who shipped the stuff went out to St. Charles, Illinois, to get the things and move into a house he had rented but his goods did not come. It was ten days before we got the shipment back and we had to pay the expenses the man incurred and the additional charges for hauling the car out to Iowa. Cost us about \$150, all of which might have been saved if when that way-bill was made it had been compared with the shipping directions. It would not have taken one-tenth as long to do that as to write letters and explain why the mistake was made.

If the shipping instructions are not plain, compare them with the marks on the package if they substantially agree; forward according to the marks. If they don't agree notify the person or line from whom the freight was received and hold it for instructions.

When you ship freight going to a large place like Chicago, Philadelphia or New York, the rule says, No. 24 I think it is, that the street and number address of the consignee should be shown. Why do we want this address? Not because we want you to have more work, not because we want more writing on the way-bill, but because when the freight gets to destination the right consignee will be notified. Take it in Chicago, Philadelphia or New York there will be forty R. C. Richards, there will be a half dozen T. A. Lawsons and perhaps a dozen C. H.

What should be done if shipping instructions and marks on package do not agree

Street and number address of consignee

Hartleys. What is the agent at destination going to do when he receives such a shipment without the street and number address? He does exactly as you and I would. He looks in the directory and finds forty different names exactly like that of the consignee with the same initials, he writes a postal notice and sends it to the post office without the street address. And what do the post office authorities do? They do the same as Mr. Agent did, look in the directory, find the same number of names as the one appearing on the card and they take the first name and send the card to that man. Perhaps that is the right man and perhaps the wrong one. Who can tell? The chances are, no matter whether he is the right man or not, he takes that card or has some dray man go to the freight house with an order to get the goods. The agent there does not know whether it is the right consignee or not, but thinks: Oh, well, he has the card and an order and takes chances and delivers it. He ought not to take any chances, but he does because the man has the notice. Now, if we deliver that freight to the wrong man we have to pay for it. We must deliver the property to the right person or we have got to pay for it, just the same as a bank has got to pay the amount of a check to the right person. If Mr. Lawson gives me a check for \$50 and I lose it and Mr. Hartley here finds it and goes to the bank and persuades the bank that he is R. C. Richards and gets the money on it, that is no payment. The bank has got to pay it over again because they have paid it to the wrong person. And we have to pay if we deliver property to wrong persons. If you gentlemen will bear

it deliver
right
consignee

that in mind and always get the street and number addresses we will have no trouble in getting freight into the right person's hands. Not that alone, but it will expedite the delivery of the property. It is important that we should make prompt delivery because if we don't it will have to be stored in the freight house and it takes up too much room, but if the right man gets the notice he will come and get the freight and avoid the possible chance of damage and loss.

There is one thing more I want to say on the question of deliveries, and that is that we have a legal right in every instance to make a man who comes to us for freight give up the bill of lading. That is a legal right we have. Now, we don't want to do that with every man. We have a lot of people receiving shipments every day who are well known to us and we ought to deliver their freight to them without the bill of lading unless shipped to *order* or *notify*. But if you have any doubt about the consignee or he is a stranger to you say to him: The Company requires me to take up the bill of lading, you are a stranger to me, and under the rules and regulations of the Company I cannot make delivery without your surrendering the bill of lading. Tell him: There is a son-of-a-gun down in Chicago who will raise Cain with me if I deliver the goods without surrender of the bill of lading. Put the blame on me or Mr. Lawson if you don't feel like taking it yourself. You are not to blame for the rules the Company makes. But don't deliver it. When in doubt take the safe course. If you do that you will be all right and so will the Company.

Right to
insist upon
surrender of
bill of lading
before de-
livering
property

The Freight Department has issued a circular, No. G. F. D. 2800—almost a book—telling us where and how to bill car load freight going to large terminals like Milwaukee and Chicago. That circular you ought to keep with your G. F. D. 26,600, and when you receive a shipment for Chicago and are not certain whether to bill it to Grand Avenue or Union Stock Yards, look and see and bill it to the proper station. We are all the time getting shipments for Grand Avenue down at Wood Street, at Wood Street we get car-load shipments belonging at State Street. Every time that is done is means an additional expense in handling as well as a delay. We have already switched the car once and we have got to switch it again in order to bring it back. Sometimes we have got to make a special run as in case of horses billed to Grand Avenue that should have been billed to Union Stock Yards, and it takes nearly a day's time with the engine and crew to do it. Do it as you would if it were your business and then we will be all right.

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We have any number of claims presented for damage to machinery and especially to threshing machines. It seems to me some switchmen take a special delight in making a fly with a car of threshing machinery to see how hard they can let it bump up against the other cars or bumping post. If you could see some of the cars of threshing machinery we get at Chicago you would think that they came out of some man-of-war. Before you receipt for machinery on open cars look it over and see if it is all right. We are getting claims all the time for tools and tool boxes missing. They pass through

the country and every man that has a threshing machine wants the tools and helps himself. I hope some time we will get it fixed so they will be shipped in a box car. Now, they ship these tools, and the boxes on an open car. Look and see if they are there and receipt for the freight as you find it, show the condition of the property and the condition of the machinery whether it is in good order. If there is any doubt, give the Company the benefit of the doubt. Machinery is getting more valuable every year and people are using more expensive machinery, especially dynamos. It isn't at all unusual to get a consignment of a dynamo costing all the way from \$2,500 to \$10,000. If any of you gentlemen were in business and you were getting a \$10,000 dynamo, you bet your life before you took it from the North-Western platform you would know whether it was in good or bad order. If it was in bad order you would call the attention of the agent to it and receipt for it in that way and that is the way we want you to handle the business of the Company. Do it as you would do your own business.

You all know that we are receiving eggs. If you could see some of the eggs we get at Grand Avenue and State Street you would wonder whether they had been carried in a box car or shot out of a cannon. The cases look as if you men loaded this stuff and bumped it up against every other case in the car, and then some switchman had taken the car up to the round house and tried to knock a hole through the wall. Nearly all eggs are broken in the end of the case. A good many cases are not fit to carry eggs. Now, you ought not to accept them in

Egg, claims

packages unfit to carry them. Every three months or so I have reprinted rules 25 and 26, telling you not to receive shipments unless properly crated. I had them reissued a week or so ago and had them printed partly in red ink, thought if you saw the red ink you would think it was a danger signal, but I don't know if any of you have read them yet. I think we had 199 claims for eggs damaged in transit for the month of June. That is too many. If they are packed in proper cases and we load them right and cars are handled with ordinary care they will reach destination all right, and if they are not packed in proper cases refuse to receive them. If they were properly loaded and carefully broken down so that they will not slide all over the car we would not have all those claims, and that is what we want to try and get you gentlemen to do.

It is only a little while ago we had a claim for \$1,195.00 on a type setting machine. Now those things are about as delicate machinery as can be made, and they are expensive. They don't weigh much. I guess we got about \$4.00 for taking it from Marinette to Manitowoc. When it got there it looked as if it had gone through a threshing machine, and, of course, we had to pay for it. In the first place it wasn't properly crated for transportation and then it wasn't properly loaded—it wasn't secured in the car. We could better have afforded to have paid something to have it properly crated than to have taken chances of paying \$1,195.00, and if any of you gentlemen incur any expense of this nature put it on the way-bill as advances, that is where it belongs, and if the consignee refuses to pay

and your Superintendent won't refund it to you, call on me. I will do it every time and be much obliged to you in the bargain. We can't afford to take any chances with that kind of stuff. Nobody but a railroad company could stand such losses. And the more money that is saved in cutting down this expense the more there will be left in the treasury of the Company for improving facilities, dividends and higher wages, and the next time your committee goes down to Chicago and wants your hours shortened and your pay raised, tell the General Manager you have reduced the damage account \$100,000 by exercising more care and following instructions. That will be a point to use with him. And it will be a good point and he will give it consideration. If any other item of the operating expense had increased 700% or 400% in seven years as the freight losses and damages have there would be a receiver in Chicago instead of a President and our wages instead of being increased as they have been would have been cut down. Two-thirds of the cost of operation is for wages. We get paid first, we have the first lien on the earnings, and we want to see that there is enough money in the box to make us good. If we will do that there will probably be some money left to take care of the stock holder.

We receive every day claims for stuff loaded into dirty cars—cars that are unfit to carry freight, leaky cars and things of that nature. You load butter and eggs and other like freight into cars that are not fit to carry the same. Now why do you do it? Not because you want to be careless, but you do not think

Don't load
freight in
dirty cars

of what is going to happen if you put the stuff in that kind of car. That is the reason you do it. You don't carry out the instructions because you don't realize what is going to be the result to the Company. Before you load stuff into cars, see that they are fit to carry the same. Don't load butter and eggs in a box car in hot weather. Refrigerators are for that purpose. Don't load them into dirty cars. Sweep them out if necessary. We all know how to handle a broom. It will take less time than to explain why we didn't do it and save the losses. I had a claim presented last week on a shipment going to Chicago, I think it was \$241.00 damage to butter loaded into a dirty refrigerator. The conductor swore up and down that it was clean, but the agent says it was dirty. He forgot to clean it. He told the truth. At least the presumption is that he told the truth. If the agent or conductor had taken the trouble to clean the car before they loaded the property it would have actually taken them less time to do it than to write letters explaining why it was not done. If it had been their stuff they would have cleaned the car before they loaded it. Why shouldn't they do it for the company that pays them?

Don't load flour, sugar and stuff like that which will be damaged by water into a refrigerator car. That is not what they are for. We have box cars for that class of freight. The refrigerator cars are for the carrying of perishable freight. When necessary to load merchandise into a refrigerator, don't load it into a damp refrigerator. We had a claim a short time ago on a shipment of silk going from Grand Avenue to Fond du Lac. It went up there in

Don't load
pianos, silks
and flour in
refrigera-
tors

a refrigerator car with the ice-boxes leaking and waste pipes blocked up with dirt. The silks, of course, weren't damaged, oh, no. They were simply drowned. There was about two inches of water on the car floor and when the doors opened out came the water, and in came the claim. This time it cost the company over \$100, if the car had been examined before it was loaded the damage would not have occurred. And that is the reason we don't want to put that kind of stuff into a refrigerator car. If you had bought your wife a silk dress do you think she would have put it in your refrigerator for safe keeping.

A little while ago we had a shipment of books going to Sheboygan on the Ashland Division, from John Wannamaker. He is shipping books all the time. I now have four letters from him asking me to subscribe for something I can't read. Well, what happened to the books? They were put in a car that had oil in it. Of course, the oil got on the books and it got all over the books. We got the books and Wannamaker got the money—got it a good deal quicker than if he had sold the books to me. A few weeks ago we had a shipment of tobacco from Grand Avenue. They never load anything wrong there, oh, no. They are always right at Grand Avenue and Wood Street. The shipment of tobacco was going up to Ashland and was loaded in the car, but when it reached Ashland there was a lot of fish on it. Now there was ice in the fish boxes and you can imagine the condition of the tobacco when it got to its destination. The slightest care on the part of the men loading the fish or on the part of

Don't load
books with
oil or fish on
tobacco

Supervision
good for us
all

the foreman whose business it was to see that the car was properly loaded would have prevented this damage.

We all do our work more carefully as well as more thoroughly if we know that the same may be examined by the old man, and that just when he is not expected he may drop down on us to see if we are doing it properly. If a man—I don't care who he is—has no one over him he does things differently than he would if he had some one to supervise his work. Now, you gentlemen here who have men loading freight for you, if you will go into the cars in the morning and see that they are clean and go into them after they are loaded and see if they are properly loaded—you don't have to do it all the time, but just often enough to catch some one and you will catch them when they do anything wrong, then we will have this thing going right. Just give it the supervision that you would give your own business, just give it the supervision that you are paid for giving it. That is one of the things lacking on a railroad to-day. There isn't enough supervision. We don't have enough superintendents and a great many times when we do have them—I say it without disrespect to any of the gentlemen present—when we do have them, they are not always the right kind, but we do not have enough supervision. What we need is more inspectors, more superintendents. The pay roll would be a little higher but the loss and damage account would be a great deal less—if the supervision was the right kind.

Don't load
cows on

On the Northern Wisconsin Division, they have places where, I think, the cows have calves three

or four times a year, and often they are twins. Now, don't load those calves on top of butter. That is not the place for them. Put them into the car right. Very frequently Grand Avenue gets them loaded on top of butter and the butter tubs are all covered with blood, and it isn't the right kind of blood. In order to get the stuff delivered to the consignee, what has Grand Avenue got to do? He has got to scrape those tubs and wash them off with water to clean them. If the consignee happens to come there and sees the condition of the tubs before they are cleaned or catches us in the act of cleaning them he won't take them. Then we have to take the stuff and sell it. Now, you gentlemen loading these calves, load them anywhere except on the butter. Don't put them on tobacco because it won't do the tobacco any good. Put them on the floor, or hang them up. The same as you would if you had to pay for the damage if loaded wrong.

Don't put the heavy boxes and packages on top all the time. Occasionally put some on the floor of the car and put the lighter ones on top. Of course, they always do that at the Chicago stations. Don't make a special effort to put machinery on flour or sacks of sugar and don't put it on automobiles.

Load the
light articles
on top

We had a shipment of an automobile the other day where a lot of agricultural implements had been loaded on top of it. Now, you would think anybody would know better than that. The fellow that did it probably was in a hurry—probably a man who was working by the clock—and took no interest in his work. It was dumped into the car and he was sure the car would be sealed up and pulled out and

Automobiles

put into some train. If he had thought some one was going to look into the car before it went out and find that the freight had been improperly loaded he would not have done it that way. And that was a \$2,500 automobile. When any of these automobiles are offered to you for shipment—they are very expensive, I have got a damaged one in Chicago I would like to get rid of and will sell it cheap—examine them and see that they are all right. They are about as valuable property as we have to handle. See that they are properly braced in the car so they won't run from one end to the other and up the sides and knock the end out. If you have to take up the whole car or half the car we would a good deal rather that you do so than have the machine damaged. This is a new class of freight. It has come of late years and is a very expensive luxury for the company. We don't take enough care of it after we get it.

Load bales
of carpet,
etc., on
sides

In loading carpets, dry goods or other property in bales, load the bales on their sides, not on ends. Then if there is any oil or acid on the car the whole contents of the bale will not be damaged as would be the case if loaded on the ends.

Perishable
freight
refrigerator
cars

We receive a great deal of perishable freight and we want to load it in a refrigerator and in the summer time we want ice in the refrigerator. That is what they have ice boxes for. If you don't have any ice at your station and the stuff will spoil before it reaches the next icing station or destination, go and get some ice. Don't let the property spoil because you don't want to spend \$2 or \$3. If the Superintendent won't refund that amount I will. I

will agree to pay for it every time. And in loading a refrigerator see that it is in proper condition. See that the waste pipes are open so that the water will run out of the boxes instead of into the car. Then the stuff won't be damaged. Every once in a while we find a car with two or three inches of water in it. Just as soon as you open the side doors, of course, out comes the water and everything on the bottom of the car is damaged. And everything that is damaged we have to pay for. That is another reason our damage account is 400% larger, and a large part of this increase could be avoided if we took a little pains to see that the pipes were all clear to allow the water to run out and that clean ice was put into the boxes.

We have a lot of claims in the winter time for freight frozen in transit. Now, when a man comes to you with a car load of beer he wants you to take and the temperature is 40 below zero, tell him: It is too cold to transport such property, and refuse to receive it until the weather moderates as we can't possibly handle it without its freezing on our hands. I don't care what kind of a car you get, the chances are if the beer goes up in the cold country where Mr. Hartley runs the stuff will be frozen when it gets to its destination. And don't load perishable freight into a box car when we know absolutely that the stuff will be frozen before it gets to its destination. If a man comes with a shipment and you have no refrigerator, tell him: No, John, we can't take it to-day, wait till the weather moderates. We had a claim presented to us for \$81.00 on a shipment of apples loaded in a box car going from

Don't accept
perishable
freight when
temperature is too
low

And don't
load it in
box cars

Marshalltown to Vail, Iowa—the wind blows there a hundred miles an hour—and when the apples got to Vail they were frozen as solid as rocks. We had to cancel the charges and pay for the apples.

Store perishable freight while waiting for delivery

When you receive a shipment of perishable freight and the consignee does not come after it right away, or he lives some distance out in the country, take care of the freight so that it will not freeze. If you haven't the facilities take it to some warehouse or grocery store where it can be safely stored and add the storage charges to the freight bill.

Close the top doors and vents

Attend to heaters in refrigerator cars

Refrigerators have vents; they have covers on the top where the ice is put in the bunkers. Now, it is intended to have them closed, in the winter time it is not intended that they should be sent out with the top of the boxes open. If you leave the pipes open the cold will get in there and if the car is going far enough it will accomplish the same result as if the tops were open. They must all be closed. If you have a refrigerator car and there is a heater in it, see that it is burning and that it has enough oil in it to keep it going and carry it through to the next division terminal and don't turn the wick up too high. We lately had two cases of damage to butter on the Madison Division, coming from the Omaha. We don't know whether we were to blame or the Omaha. It was a full car load, the wicks in the heaters were turned up too high, and the stuff was so covered with soot and dirt that nobody would take it. We couldn't send it on and we had to pay for it. You can't imagine the amount of work it takes to handle that kind of stuff. Now, it wouldn't have taken the man one-tenth the time to make an

inspection and see that those lamps were burning properly that it did to answer the letters he got about it.

We paid up to the first day of July, on last winter's business, \$13,833 for damage to stuff by frost. That is too much. It is a whole lot of money and probably more than any of us get in a year, and we have a lot more to pay on claims that have not been settled. All because this refrigerator business is not properly handled. It is a nice business, and it is profitable when properly looked after, and the Company wants it, but it is a kind of business that needs watching, just the same as the babies, and the calves, and for the Lord's sake shut those top doors; don't leave them open. If you find the waste pipes open stuff them up with waste or anything else. Of course, they always do these things right at the Chicago stations. Last winter we had a car going from Wood Street to Omaha (perishable freight) the temperature was about 20 below zero. The freight was loaded in a refrigerator and when it arrived at Omaha the stuff was frozen. The top doors of the ice boxes were open. Of course, they were closed when they left Wood Street, but somebody went around on top of that car and just to spite Wood Street opened the tops of the boxes—probably wanted to see what they looked like and forgot to close them. I think it was the coldest week we had. It is about 500 miles from Wood Street to Omaha and the car was forty-eight hours going, and you can imagine the condition that stuff was in. A little care on the part of the man whose business it was to see to it that those boxes

Amount of losses on refrigerator business last winter

Shut the top doors and close the vents

What happens when doors and vents are left open

were closed would have saved this loss, and it costs like fury. This stuff increases in value each year. You all know how much more our dry goods and groceries cost now than they did a few years ago. And it is just the same with the stuff we have to pay for. It costs more. That is one of the reasons why claims are larger, and it is also a reason why property should be taken better care of.

Mr. Gardner's circular

Last fall Mr. Gardner issued a circular telling the temperature certain classes of freight would be able to resist when loaded in box or refrigerator cars—we thought if we had his signature on it you would pay more attention to it—how to round-house them and how they should be ventilated when housed. That circular did a lot of good and saved many car loads from freezing, but some of you have not read it yet. Next fall when it is reissued, as it will be, if you will all read and comply with it the company will be a lot of money to the good.

Inspect cars before loading and inspect to find defects

We are having flour claims to beat the band. Claims for flour damaged by wet on account of being loaded into cars with leaky roofs. It is only a short time ago when one of my men—and they are always on the lookout for something of that kind—was coming into Chicago on the train and saw a car at Grand Avenue with the whole top on one side out. Of course, they never load cars like that at Grand Avenue. The inspector who inspects the cars said it was all right, it was set in there and they loaded it; the warehousemen didn't notice it, yet there she was big as life. Now, if that man who keeps his eyes open all the time, hadn't seen it and the car had been allowed to go out we all know what would have

happened. Why was merchandise loaded in that car? Anybody could see that had eyes and would use them that it was not fit to load. It is because we do things automatically. Now, we ought not to do that. When an inspection is made it should be made carefully and with a view of locating defects. There is no need of making an inspection if we do so to find everything all right. Only a short time ago a man was running a train on the Missouri Pacific on the double track. He was on the wrong track and didn't discover it until he had run ten miles. He was the best engineer they had, but that night he worked automatically and didn't think where he was going and a collision resulted. Frequently we make an inspection or do things in that way. It don't cost anything if we don't make any mistakes, but if we do, oh, my! Don't go at it automatically. The reason we inspect things is to try and find something wrong. We don't look at things to find them right—that's no good. No matter what it is, look it over to find something wrong with it and inspect it carefully.

Now about these flour claims. Down in Chicago we keep a man—hire him—for resacking flour, he makes a business of it. We have so many shipments of flour that have become wet or the sacks torn that are not in fit condition to send forward or make delivery. He takes it out of the damaged sack and puts it into another one. There is only a very little of it damaged around the edges that sticks to the sack. The damage does not get inside. If anyone tries to tell you a sack of flour is damaged by wet to the extent of 50 cents or \$1.00, don't you

Flour claims

believe it. All you have got to do is to get another sack and resack the flour, the damaged flour will be around the edges and the rest of it is all right. When you have any claims of that kind, gentlemen, and the consignee won't take the flour and resack it, do it yourself. If you can't do it yourself hire somebody to do it, and if you can't get any one to do it send the flour to me and I will have it resacked; but don't wait two or three weeks before you do it, because if you do the flour will become mouldy and the whole thing will be damaged. It wants to be attended to right away—do it right off. Whenever we have a sack damaged in that way we have it resacked at a cost of less than 10 cents, and we usually get a claim all the way from 50 cents to \$1.50. And the cents is what makes the difference, and we want you to handle this flour just the same as you would handle it for yourselves, then we will be all right.

Resack
damaged
flour

In the grain states the business of carrying the wheat, corn and oats will soon commence; the further away from Chicago the better cars you will have to do it with, as of course the Galena, Wisconsin and Madison Divisions will keep all the poor cars and send the good ones to Minnesota and South Dakota, but even then the cars you get should be inspected before loading to see that they are in a safe condition, and if you will do this and insist upon the elevator people patching up any leaky car before it is loaded, and if one man won't do it give the car to his competitor who will. We won't have a continual stream of claims for grain leaking out of cars this winter.

Inspect and
repair cars
for grain
trade

But for goodness sake, examine cars to know

whether they are loaded with grain before issuing receipts for them, and mark the receipts, "Shippers load and count." Don't do as Missouri Valley did with his car of corn.

Rule 68 says that when a shipment is delivered to us for transportation it becomes the property of the consignee. It no longer belongs to the shipper, and so far as we are concerned, we must not deliver it to the shipper or to his order. Only deliver it to the consignee. If you get a request from the shipper or anyone other than the consignee to make a different delivery or to deliver it to some other consignee, don't you do it, but notify me about it, and notify me right away because under certain circumstances the shipper has a right of *stoppage in transitu* where he finds after the shipment has gone forward that the party has no money to pay for it or the goods were obtained in a fraudulent manner and that is why he wants the shipment stopped. Don't you do it, but notify me by wire. If there is any possibility of its getting to destination and being delivered before you can notify me and proper action can be taken, wire the agent at destination to hold it subject to my order. If you can't get a message off by railroad wire—sometimes it takes longer to get a telegram through than it would to walk—use the telephone, or if Sunday or a holiday is going to intervene and you can't reach me, or the agent at destination by railroad wire send a Western Union telegram, and charge it to the shipper. He will be glad to pay the charges to have his goods taken care of. If he won't pay for it, charge it to Richards, he will pay for it every time. If you can't reach me by tele-

graph use the telephone. That's what it is for. And when the shipment is stopped we must not deliver it until the dispute is settled, because if we do it may turn out that the shipper did not have the right to stop it, and if we make a mistake in delivering the goods we have got to pay for it. We have pending now a claim of \$700, the value of a carload of corn from River Sioux to Nashville, Tenn., shipped last spring. The shipper sold it to a fake concern that had a large advertisement in the papers and offered a little more than the market price. The shipper went to the bank and made a draft for its value. Unfortunately for us and fortunately for the shipper the draft got to Nashville before the property and was returned by the bank, saying the consignees had no money; that they were no good. When the draft came back the shipper goes to Mr. Agent and says: "I want you to stop that car of corn." The agent says: "All right." Whether he ever did anything or not God only knows, we don't, and there is no record of his doing anything, but we do know that the delivery was not stopped. The shipper puts in a claim and you know what we have to do. If we undertake to do a thing and don't do it or do it negligently we have got to pay for the damage that results because it was not done properly. We want to accommodate our patrons all we can. We want to do everything we can to protect them, so notify me in cases of that kind and I will attend to it. But if there is any chance for the consignment to get through and be delivered before the order to stop gets around in the usual course, you telegraph the agent at destination to hold for orders

and notify me. Then you will be all right and so will the company.

If the consignee of merchandise has failed do not deliver it to him. Notify me by wire and hold the property.

We had a whole lot of claims last year on the Ashland Division for shipments delivered to somebody other than the consignee. Mr. Merchant at St. Paul sends out a lot of merchandise; consigned to himself. No order shipment, just a straight shipment. The man expecting it, and who would be entitled to receive the goods when he paid for them and got an order from the consignee, goes down and tells the agent: You and I are good friends, I am going to pay for that all right, deliver the freight to me. The agent wants to be a good fellow. There is only one railroad in there and he wants to accommodate his friend. Of course, the other fellow fails and it cost us \$600.00.

Don't deliver to any one but the consignee

There is one thing that is just as important in delivering freight as in receiving it, and that is to check it when you make delivery. If you get a shipment of 25 boxes or 1 box or anything else, before it is delivered it wants to be checked and you want to know whether it is in good order or bad order, and you want to know that you are delivering it to the right consignee. If the consignee does not come himself and sends a drayman, the drayman must have an order. Don't deliver it to the drayman without an order. You have all been furnished with form No. 117, to use in taking these orders, and it is of great importance that you get the order from the consignee and preserve it. We recently had a claim

Check freight before delivery and get receipt

Take delivery orders on form 117 and preserve them

on the Minnesota Division for the value of a shipment of cigars going to Tracy. The consignee claimed he did not receive them. The drayman got them and receipted for them. The consignee says: I didn't get them or give an order. We showed him and the shipper the order and receipt. And that is the end of it—we do not have to pay the claim—and it is just as necessary to preserve the orders as it is to take them. Because if we can't produce the order and the consignee comes to us and says he did not get the stuff—he is going to lie about it—and did not give an order for it we will have to pay for it.

Now there is one thing in taking orders and receipts for freight. A stamped or printed signature is no good. There isn't a bank that will honor a check with a stamped signature. You wouldn't take a check with the signature stamped or printed on it, but every day you take these orders with stamped and printed signatures. We are in the same position as a bank. Now if a man gives an order or a receipt we are entitled to have his name on it or that of some one authorized by him in writing. Don't take any more of them. We don't want them. They are not worth the paper they are written on.

We had a claim last spring for \$2,500 for a box of patterns. I don't think I ever had so much trouble with any other shipment as with that one. It went from Grand Avenue to North Chicago, about 30 miles. The car was loaded with miscellaneous freight, among which was a shipment for Glencoe on the Milwaukee line. When the car got to North Chicago the box of patterns was short.

Stamped or
printed sig-
natures no
good

What some-
times hap-
pens from
failure to
check when
making de-
livery

The man had to have the patterns to run his business. He just made my life a burden until we found them. He telephoned me four times a day and telephoned everybody else from the President down. Where do you suppose we found those patterns? It wasn't at the place they were consigned to. The car was set out at Glencoe to unload a lot of household goods going to a colored teamster there. He comes down to get his goods and the agent tells him to go and help himself, and along with the other stuff he takes this box of patterns. When we got a claim from the consignee we, of course, had to get busy and find the patterns. We sent to the consignee of every shipment that was loaded into that car—this shipment of household goods was the last on our list—we got to this darky teamster and there in his house was the box all right. We said to him: "Why didn't you send that back to us, you knew it wasn't yours?" He said: "Why in _____ didn't you come and get it?" Now, if the agent had checked those household goods as he should have done, and not let the teamster help himself, we would have been saved all the trouble and expense. I think it cost us \$50 to find the box of patterns, which was better than paying for them, and we received 25c for hauling the box. That is one reason why we want to check this stuff when we deliver it, and we want to know when we deliver stuff, what the way-bill calls for and get a receipt for it. There is no reason why when we get a receipt that the consignee shouldn't be bound by that receipt just the same as we are by the receipt we issue when the freight is delivered to us. Unquestionably we are

Why loss
claims have
increased
700%

paying for a lot of freight that has already been delivered, and that is another reason why our claims for loss have increased 700% in seven years or 100% a year. Suppose we had our salary raised 100% each year for seven years. Just think of it. And just because we don't take a receipt for it and don't check freight when it is delivered, the North-Western Company is paying for stuff that it never received, and stuff that it has delivered because we don't do our business right. If you gentlemen will just think of this and follow instructions there will not be this large increase in claims. If you had my troubles you would be grayer than I am and I am younger than any of you—in feeling.

What to do
when large
shortages
or damages
occur

If any of you get bad orders, or shorts and the loss or damage is of large value, or the amount involved is \$50 or over, in addition to making your report, telegraph or write me about it. That is what the rule, No. 122, says. Make me get busy. That is what I have got men down there in Chicago for, and they are good ones, and they will try to find the property or make arrangements to get the claim adjusted for a proper amount. If you can't get a wire off, write me a letter and describe the damage fully and give the amount. The amount is what goes to make this charge \$330,000 instead of \$60,000. A telegram or letter will always receive more prompt attention than a form, you have no idea how many of them we handle each day. It is about 4,000 pieces of mail a day. Just think of it. Just think of what it amounts to in a year. And when you get these large damages or losses make a report on the regular form, and in addition to that telegraph or write me

and I will have it looked after. When you fill in that blank always show the amount of the estimated damage or loss, and when you put it down never put it down too little, make it a little more if necessary to call attention to it, and then it will receive more attention than if the amount is 50 cents, \$1.50 or \$2.00, because we can't give all of these little things the attention we give to matters of greater importance as we handle such a vast number of them. If you will do this we will get things attended to and save some of that \$270,000 increase.

If a shortage occurs and there is another railroad running into your town, inquire of the Agent of the other railroad if he is over the property, as losses are frequently located in this way. Last spring we had a claim presented for \$600.00, the value of the contents of a trunk shipped from Denver to Madison. The Union Pacific claimed to have transferred it to us at U. P. Transfer; it was short at our Council Bluffs station; also at Madison. When claim was presented we went to the Milwaukee station at Madison and found the trunk in his freight house. If you will do this in the future I think many shortages at competitive points will be located.

Now you are all familiar with rule No. 98, which states what we are to do with over freight. That rule says that when goods are marked with the name of consignee and destination we should send it forward immediately. That does not mean to put it in the freight house behind a lot of rubbish and keep it there for a year or two and after the claim has been paid find it. It means that you should bill it out on a separate way-bill that day and send it on the first

Look for
shortages at
station of
other roads

Forward
over freight
as marked
immedi-
ately

train to its proper destination, and the instructions read that you should put a notation on the way-bill: "Deliver only on presentation of original B-L, or other proof of ownership." If you will do that we will save a lot of loss. There is no doubt in my mind, from looking around some of the freight houses, that some of you never saw that rule. But when you get any over freight and there are no marks of any kind to tell you what to do with it, make a report of it right away. If the thing looks valuable there may be something inside of the box that will tell you where it belongs and who is the owner, open it up and find out what it is, send me a wire and then it will be much easier to find the owner. We try to keep the shorts and overs by commodities, not by names of the consignee. When we have a case of boots and shoes short and another over it is easier to match them that way, and when you have anything that is over give us the car number and initials and description of the property, as well as the marks on the package, because we have probably got a short report on which that over will apply.

Unmarked,
over, refused
and un-
claimed
freight

Rule 123

Rule No. 123 says if you get any piece of unmarked over freight you want to tag it. There is a wire on the tag, you need not get a string, and all you have got to do is to put it on. Show the car number from which received and the date received, and put it where it will be seen and not get torn off and make a report immediately. If you don't get disposition of it in thirty days send it to division headquarters. The same thing wants to be done with your refused and unclaimed freight, except that you keep it at your station. I think from some of

the freight houses I have been through—I remember one on the Iowa Division I saw a few weeks ago—they never heard of the rule.

When you get a shipment that is refused, the first thing you want to do is notify the billing agent. If it happens to be merchandise that can be sold only during a certain season or is perishable freight and we don't notify the shipper, and the stuff lays there and spoils, the time for selling slips by and the first thing we know we get a claim for \$400 or \$500, the full value of the consignment. The shipper says: "You didn't tell me the stuff was refused and I didn't know it until I sent the consignee a bill and he would not pay it because he didn't get the goods. You ought to have notified me." And that is what rule No. 117 says. Notify the billing agent, and if he does not get a move on himself, notify me.

At the end of every month you are supposed to send in a list of stuff that is unclaimed and refused. Many of these reports that we receive are made up with great care and are of great assistance to us, but there is a whole lot of them that are of no account. They are taken from the expense bills in the cashier's desk and filled out. Rule No. 163 says to make a check of your freight house to see what you have got and to make your report that way so that we can get this stuff disposed of. We are liable if we neglect to do these things. Now, try on the first day of August and see how it would be to comply with the rule and do it the way you ought to. We will get rid of the stuff lying around which is not being properly attended to.

We have a great many claims for damages to per-

What to do
with refused
shipments

Report re-
fused, un-
claimed, and
over freight
on the first
of each
month

Notify in 24
hours when
perishable
freight is not
accepted

ishable freight because we do not notify the shippers, especially dressed meat. Of course, the packers never kick and the packers never present any claims, oh, no. We have a shipment going to somebody in Fond du Lac and he says: John, I haven't got the time to-day to haul that stuff, I will come around to-morrow. To-morrow is the Fourth of July and the 5th is on Sunday, and when he comes around on Monday the meat is spoiled and he don't want it. There is Mr. Packer, he is a nice fellow to deal with. The first thing he does is to send in a claim for that meat. He says: Anybody ought to know enough to notify me inside of twenty-four hours that the consignee didn't take the meat. I recently had printed on the perishable way-bills: "Notify the billing agent by wire if shipment is not accepted within twenty-four hours." If you will do that we will do the rest. We won't have the packers on our backs all the time with claims of that nature.

Penalty
cars

If you have any car load freight in penalty cars which is refused or which consignees do not unload promptly notify me.

Break down
freight in
way cars

You men who handle this freight in trains, when you get one-half of the car unloaded don't leave the rest of it four or five tiers high so that the first time the car is moved the freight will be sent to the other end of the car, because we are not paid for that additional ride and it does not do the freight any good. Break it down and fix it so it will not get spoiled or damaged. Handle it the same as you would your own. If you owned a dray and had a fractious horse, you would see to it that the stuff was loaded on the dray so it wouldn't fall off.

And when you get this merchandise and stuff going to small stations and you don't have enough help and it is raining to beat the band, don't unload it, but take it to the next station and bring it back next day, because the chances are if the freight is unloaded in the rain it will all be damaged, as the man at the station can't get it in the freight house, and after the rain is over the damage is all done. Don't take pianos that come to you and put them under the eaves of the freight house. We had a claim at Escanaba where a piano was unloaded and placed under the eaves. Of course, it didn't get wet, oh, no. Just got soaked. You can imagine who had to pay for that. Freight must be unloaded on the station platform, not on the ground.

Don't unload
in hard rain.

I think for some reason or other a great many agents think because the Claim Agent has been in office four or five centuries that he does everything. One of the things I am not paid for—I do a great many things I don't get paid for, and this is one of them—is to take care of law-suits, writs of replevin, attachments or garnishee cases. Rule 139 says, whenever any summons, notice or legal document of any kind is served, you are to get busy and notify the General Counsel by wire—not the General Claim Agent—and send the papers to him by first train. He draws a big salary for doing that. A good deal more than I do. Now don't keep on sending them to me. There is hardly a day goes by but what I get a garnishee summons, replevin writ or something of that kind from some one. I haven't any more to do with them than you have. Every time I get one I write a letter and tell the man to send the next one

Rule 139,
legal pap.

to the General Counsel. But the next time he sends it to me just the same. He probably thinks: Well, there is a fellow that answered my letter and I will try him again, and away he goes.

Don't get out
warrants for
arrest

While on this subject I want to call your attention to operating department rule No. 892, which prohibits any employe acting for the company procuring a warrant for the arrest of any one without first consulting the law or claim department. This is to prevent arrests being made on insufficient evidence and thus avoid suits for false arrest or malicious prosecution. Comply with the rule.

Order and
notify
shipments

One of the things we have an immense amount of trouble and loss with are ORDER and NOTIFY shipments. You all know about rule No. 134. I think I have that rule sent out regularly every three or four months, because about that often we get a batch of claims on shipments billed to ORDER or NOTIFY that were delivered without the surrender of the bill of lading. Just how much we lose every year on account of agents failing to comply with that rule I don't know, but we get a great many claims. They are invariably for large amounts. They run from \$100 up to \$2,000. The reason the shipper has the freight billed to ORDER or NOTIFY is because he does not trust the man he sells the goods to. If he trusted the man he wouldn't ship it that way, he would ship it direct. Or, because the shipper and the consignee are in some dispute about their accounts. He ships that out and says to Mr. Railroad: You must not deliver that shipment to the consignee until he presents a bill of lading endorsed by me. *The bill of lading must be endorsed.* When

you get the shipment the consignee comes and says to you: Now, just think of the amount of business I do with you each year, look at this bank account. I am perfectly good for the value of the shipment and I will pay the draft when it comes—you have all been through it, every one of you that has run a station a few years has had this experience—well, when we deliver that shipment without a bill of lading we know what happens. We are chasing the other fellow. About nine times out of ten we do not get the money. Just as long as we have the goods in our possession they will be chasing us, but the minute we deliver the goods without the bill of lading we will be chasing them and the chances are we will not get our money. There is no reason if the shipper does not trust the consignee why we should. He knows more about him than we do. He knows if the consignee gets the shipment he won't get his money and the chances are he will beat you out of the freight charges. When a man comes to you and says he is all right—frequently he is all right financially and may be worth \$100,000, and you let him have the goods because you know he is worth that much and when the shipper presents a claim for the value of the stuff and you go to collect it from the consignee; what does he say? Just this: The last time that fellow sent me some goods he cheated me and he owes me a balance of \$400. I won't pay the draft, I won't pay for this consignment until he fixes it up. We tell the shipper that and all he says is: You had no business to deliver those goods without the bill of lading and the North-Western Company has got to pay me for them. It does not

What happens when order shipments are delivered without B. L.

make any difference if it is the **biggest man** financially in your town, don't deliver it to him. If he makes a kick about it refer him to me. Tell him you had a talk with the General Claim Agent, put the responsibility on me, but under no circumstances, no matter who the man is, do not deliver the shipment to him *until the bill of lading, properly endorsed, is surrendered to you*. Way-bills for order or notify shipments must be stamped. "Do not deliver without surrender of original bill of lading properly endorsed."

Don't receive order shipments for non-agency stations

Another thing, gentlemen, we must not receive shipments billed to ORDER or NOTIFY consigned to places where we have no agent. As no one is there to take up the bill of lading and make proper delivery. The rule says not to do it. The conductor is not as familiar with these instructions as you ought to be, and he unloads the stuff there. He don't know what to ORDER or NOTIFY means because he has not been told about it. If you do, by mistake, get an ORDER or NOTIFY shipment for a non-agency station, always bill it to the first station beyond that has an agent. And if any conductor gets a shipment like that he must not deliver it, and it does not make any difference if the consignee is there with the bill of lading, but take it to the next station and let the agent take the responsibility of making delivery and taking up the bill of lading, as the rules require. If any of you way-freight conductors have these shipments billed to "order" or "notify" carry them to the first station where there is an agent. If you have shipments of large value for prepaid stations you can guess by looking at them something

Conductors must not unload order shipments or those of large value at non-agency stations

about what they are worth, a barrel of whisky for instance—I don't think that they ship anything else on the Ashland Division but whisky and ore, and there is not much ore this year, all whisky—don't unload it at any one of those places unless the consignee is there himself and you know him to be the consignee. And when the consignee is there get his receipt for it on the way bill and that is the end of it. We have claims all of the time for stuff we unloaded at prepaid stations that we have to pay for. We take this stuff to accommodate the people. We can't afford to have agents at these places. If the fellow kicks refer him to Mr. Lawson. I don't want to get them all.

We very frequently have perishable freight that is refused by the consignee and we have got to sell it to get our charges and save the property. Don't sell it to the consignee. Why? If you sell it to the consignee and don't get the invoice price for it the shipper will say that it was a put up job. He will say: That fellow up there at Neenah and the consignee just put up that job to get the stuff cheap. I think your agent had some of the berries for supper. That is what they tell me. I know it isn't so. But don't ever sell anything to the consignee unless the shipper tells you to do so, because the consignee never pays the invoice price for it. If he was going to do that he would not have refused the shipment. Every time we get a claim they make the same charge. Better sell it to somebody else for less. Of course, we want to get enough to pay the charges.

When you get perishable freight, trees and nursery stock which should be prepaid—perhaps it

Never sell re-fused freight to consignee

Nursery stock and trees

comes from a connecting line and there is not enough money to prepay it through—don't hold those goods, but send them along. Now, then, why is this necessary? The stuff is sold by the agent and if it does not get there at the time the agent agreed to be there and make delivery and the farmers come in to receive it—nine times out of ten they don't want the stuff, they only ordered it because the agent talked them into it and to get rid of him, and are just looking for a chance to refuse it—but if it does not come the day the agent agreed to have it there they won't take it. Then what happens? Every time we get a claim because it was delayed. It is better to take chances on collecting \$4.00 or \$5.00 charges than to have a claim of \$90 or \$100 just because we didn't send the freight along. If there are any charges lost by doing this I will back you up.

Seal cars

I think perhaps some of you gentlemen—I know you all haven't—may have heard about a rule that requires cars to be sealed. I am sure some of you have heard about it because sometimes I see seals on cars that are six months old and they must have been put there by somebody. Now, the rule says all cars must be sealed with the exception of those containing cattle, horses, lime, lumber, etc. The reason we don't seal lumber cars the same as some other roads do is because a large part of the lumber comes to us from non-agency points. No one steals lumber, and the only reason any seals are required is because they go over other lines, but we would rather take chances, and if any losses occur we have to pay the claim anyway. When you load a car take

**Cheat end
doors**

the old seals off and don't leave them on the car until they grow whiskers. Put on your station seals, and when you load these cars fasten the end doors inside with a cleat. That is where our robberies occur. That is the reason we want them cleated before loading the car.

When you take the seal record take the lock and seals on all the cars. That does not mean only every third or fourth car, but every car that comes. Some roads seal all cars including those loaded with lime, horses, lumber, ties and posts, and if that car passes over our line and there is a loss from it and we haven't got the seal record we have got to pay the claim. If, however, we have the seal record and a claim has to be paid it is divided between the roads. We are getting claims all the time from our friends that seal all cars for losses from such cars and we rarely have the seal record. The agent says: "I didn't take the seal record because there was lumber in the car." How does he know there was lumber in the car? He can't look through the car to see what is in it. If you will be a little careful in taking the seal record—it does not cost any more to take all the seals than it does to take every third or fourth car—and don't take them on one side only and think the other side is the same, but take them all and get the number of the tin or impression on the lead plug—it will be a great help. That is what the rule says.

Now you want to do the same thing about the vents on refrigerator cars and the doors on ice boxes. We want a record of those doors and vents

Take seal
record of
every car

Take record
of vents
and tops on
ice boxes on
refrigerator
cars

whether they are open or shut, just the same as the seal record.

One reason why we get so many claims for shortage on property transferred—as all of you know better than I do—is because we don't transfer it all. We leave part of it in the original car. If you will watch the men making transfers more and see that they transfer the whole shipment there won't be so much trouble with your way freight and we won't have so many losses. If you get a shipment that does not belong to you send it forward right away. We have a claim now for \$450 on a shipment from the Great Northern, going to Wanda, Minnesota. When the Omaha transferred that shipment they put part of it in a car going to Fond du Lac. When Fond du Lac got it he sent it right along and when it got to its destination, the consignee refused it because the time had gone by for the sale of the goods. Mr. Omaha has got to take care of the claim. This demonstrates the necessity of taking prompt action in forwarding stuff. If Fond du Lac, when he got that box, instead of sending it along next day, which he did, had held it for two weeks or two months, we would have been in the soup for a part of the claim.

I recall a case that illustrates the carelessness in checking at transfer points as well as at delivery stations, and which will also show that lines other than the North-Western make mistakes. This time it was the Pennsylvania. The claim was for \$1,875, the value of a box of rugs and bric-a-brac, the wedding presents of an army officer shipped from San Francisco to Washington. It got to Wood

Street, was transferred there into a car for the Pennsylvania, and they checked it short and so receipted for it. When the box did not show up at destination, the owner and all his friends between San Francisco and Washington got after me, and you bet I got busy, as the North-Western couldn't afford to pay such a claim. We searched every transfer house in Chicago, had the stations at Washington examined, but no box. Finally it occurred to us that as there were other household goods in the car in which Wood Street claimed to have loaded this box, for Newark, N. J., and that it might have been forwarded with that shipment, so we sent a man down there to make a search for it; he found that the consignment had been sent to a warehouse, and there was our box with it. We sent it to Washington by express, as should have been done originally, and the owner really wrote me a letter thanking me for my trouble. That letter I am going to get framed—when my salary is raised 700%. Now if the box had belonged to the man who checked it short he would have checked over everything that came out of the same car to find it. Had he done so it would have been found. If the man who loaded the Newark shipment, the man who unloaded it at Newark, or the man who delivered it to the warehouse had checked it carefully, the Washington box would have been found; and surely there must be gross carelessness on the part of the men handling the property, lack of system or supervision, or mistakes of this kind would not be made by four different men handling the same consignment, and the

Handle
horses care-
fully and
promptly

Pennsylvania is not the only line on which such mistakes occur. There are others.

When it comes to the matter of handling horses in carload lots, it makes me tired. We had claims for \$11,900 in the last twelve months on horses. Just because we didn't handle them right. When we get a shipment of horses going to some place for which we have poor connections, notify the Train Dispatcher to get the car into some train that will get it to destination promptly. These shipments must be handled expeditiously. And when you do the switching, don't use a car of horses for a bumping post. Don't always make a flying switch with them. Don't use it next to the engine because it has a good air brake, but handle horses the same as you would babies. Put them some place in the train where they won't be damaged. Handle them the same as if they belonged to you. This matter of claims on horses is getting to be a nightmare with me.

To whom
claims
should be
sent

In the presentation of claims I will be glad if you will bear in mind that while the Claim Department handles a good many claims, it does not handle all of them.

Claims for overcharges should be sent to the Freight Auditor.

Claims for baggage lost and damaged go to the General Baggage Agent.

Claims for stock killed by engines go to the Division Superintendent.

Claims for land damages, other than those caused by fire started by the company, go to the Land Commissioner.

Claims for loss and damage to freight in transit,
For damage to property by fire,
For personal injuries,
Claims for everything and anything that no one
else will handle should be sent to the Claim Depart-
ment.

Every day we get claims that don't belong to us from agents all over the system. Instead of sending them to the right person they send them to me and the investigation is delayed. The rules tell you who they should go to. If you will send them to the proper department there will be a lot of time and labor saved for all of us.

Bear in mind the important part of a claim is not the man's name or way-bill reference, or car number. It is THE AMOUNT. That is what makes up this \$330,000 a year, and what I want most especially—I want all the information you can give—but the amount is what I want to know about. That is the important thing. If the amount is right and you will present the claim in accordance with instructions contained in rule No. 165, on form No. 135, See Appendix "A" and "B," I will do the rest. If you are unable to furnish the information asked for on form No. 135, explain why. In the presentation of claims on local shipments, if you will give me the information called for on that blank and furnish the necessary papers, the chances are that we can tell you the next day whether it will be declined or paid. I think last month we had about 5,300 freight claims and over one-half of them were claims on shipments local to the North-Western. Now, out of the 2,500 local claims there were some 1,400 and over that

Important
part of claim
is amount

came in such shape so that they could be paid or declined that day. If you will present your claims as you should to us we will pay or decline them promptly. We cannot do that, gentlemen, on freight that is lost or damaged on other roads, because we don't know whether they will pay.

It is a good thing to have a reputation for paying claims promptly. If you or I pay our bills promptly our credit is good and our patronage solicited. The women all say they trade with Marshall Field because he adjusts their complaints promptly. All you have got to do is to tell him what is wrong and he will fix it. And we want the same reputation in dealing with our customers. The freight agents tell me that prompt payment of claims is an important matter in procuring freight, especially at competitive points. If you have any claim that does not receive prompt attention, write me personally, and I will find out what the trouble is. We will either have the claim paid or explain why it can not be done. We want to prevent the claimant from going to the other road. We want to keep all of the business. That is what we have got our sign out for. We don't want to do anything that will drive business away from us. And if there is anyone connected with my department who does not attend to business; who is discourteous and does not answer your communications promptly, write me a personal letter and I will apply the remedy.

Now very frequently a shipper presents a claim on account of delay in a shipment getting to destination. The stuff gets there without extraordinary delay and we decline to pay the claim. He comes back and

says: "Why, Mr. Richards, how can you do that? Your agent when he received the shipment agreed that it should be delivered at a certain time, and because you did not deliver it at that time I lost the market or I lost the amount of the claim or the thing is refused by the consignee." We don't want to make agreements for time in transporting property. But if you do make an agreement and there is a claim, for God's sake tell me, give me the information before the claim is declined and don't have any fairy tales. Just give me the facts. If we are to blame in the matter we want to know it. Do the same when you get a claim that is perhaps a little doubtful, as we don't want to antagonize a man for a couple of dollars. We don't want to go around and solicit any claims, or pay any unmeritorious claims. If a man comes to you with an unmeritorious claim talk him out of it, but if you can't do that send it to me immediately, and immediately does not mean next December. And when you get a letter from me, please answer it the same month—if you answer it the same week it will be all right. If you answer it the same day I will think you are a dandy—but, gentlemen, don't wait until next month. That is the way it goes. We send out to an agent and he is pretty busy to-day and says: "I'll answer that to-morrow." To-morrow he goes to the circus and forgets about it until next month. Then we send it to another fellow and he does the same thing. Now, while a delay at one point does not amount to very much, when it gets three or four delays like that, you know what it means. By the time we get the claim paid the claimant has gone over to Milwaukee,

Don't solicit
claims

Answer cor-
respondence
promptly

Refer to file
numbers in
correspon-
dence

and that is just what we don't want done. We want the Milwaukee fellows to come to us.

If you have had any previous correspondence about the matter either with the Claim or any other department, send it in with the papers in relation to the claim. If you have not got the papers give a reference to the number of the same, which you should keep on your billing record, and in all correspondence mention the claim or file number as then it will be easy to refer to the matter.

Confidential
information

If you have any information about the amount of the claim, the claimant or how the loss or damage occurred, which will aid in the investigation and adjustment of the matter or prevent further losses or damages of the same or any kind, which you do not want to have known as coming from you, write me a personal letter and the information will be appreciated, treated as confidential and I will do as much for you when I see or hear of anything wrong around your station.

SUGGESTIONS.

Now I have shown you how many of the losses occur; I shall tell you how I think some of them could be avoided, as I believe "*An ounce of prevention is worth a pound of cure.*"

The Company has furnished you all with a book of rules governing the handling of the freight traffic, and another book governing the operation of the trains, which, if complied with, would practically eliminate the claims. The first rule is

To handle the Company's business the same as your own.

And the second,

In case of doubt always (not sometimes) take the safe course.

Speed must give way to safety. Expedition in the handling of traffic must give way to accuracy.

Read and re-read the book of rules so that you will know what they are, the same as you did the first letter you got from your superior officer commanding some good act you had done, or that first letter you received from that brown-eyed, dark-haired girl who was your first sweetheart, and who now may be your good wife and the mother of your children; and all of us who are any account have had at least one of those letters, and we all remember how when no one was looking we would take it out and read and re-read it until we had it word for word by heart; and that is what we should do with this book of rules, *and then comply with the instructions, after you have learned them.* And bear in mind, gentlemen, that all of those rules were prepared by men like yourselves, who have come up from the ranks and whose experience taught them what the result to the Company will be if the rules are not complied with. And when you are up against some proposition that you do not understand, remember if you do it wrong that the Company will be the loser, and that it will take you much less time to ascertain how you should proceed and do the thing right than it will to explain to perhaps four or five persons why you did not do it right, and at the same time save the Company the loss.

If you do not know whether you should accept a If you don't know, ask consignment, or how and when you should receipt

Learn the
rules

and way-bill it, or how it should be loaded or delivered, and you cannot find the desired instructions or advice in the book of rules, ask your neighbor agent. If he does not know ask the Superintendent or other proper officer—he is paid for furnishing this advice and will be glad to do it.

See that all freight is marked with name of the consignee and destination, and that it is properly crated.

Check freight before receipting for it and do not issue receipts for freight that has not been delivered to you.

Way-bill your freight in accordance with the shipping directions, and in order to do this, compare your way-bill with those directions.

Load your freight in station order so that the piece to come out first will be at the door and not in the end of the car behind and under five or six thousand pounds of freight, and put the heavy freight on the floor of car and not on top of the light packages.

Do not deliver freight to anyone other than the consignee without his signed order so to do, and if you have not time to make up your paid freight bill and to take formal receipt before delivery, take a receipt on the original way-bill.

Make reports of over, short, bad order, refused and unclaimed freight promptly and in the method required by the rule, and forward all over marked freight immediately to destination.

In case any question arises in receipting for or delivering freight, give the Company the benefit of the doubt, not the shipper or the consignee; they do not pay your wages, the Company does that.

In making reports in relation to claims or accidents always report the facts. *What the Company wants is the truth, the whole truth and nothing but the truth*, when it gets that it is an easy matter to determine what should be done.

Never deliver order or notify freight without the surrender of the original bill of lading properly endorsed.

Handle the freight carefully the same as you would your own, and when you have done this, gentlemen, you will have done your share towards making the necessary reduction in the loss and damage account, and next year instead of the amount reaching the enormous sum of \$330,611.04, it will be materially lessened and you will have assisted in bringing about this desirable and necessary result.

Before I close I want to say a few words

ABOUT THE CARE OF THE INJURED AND THE REPORTS TO BE MADE IN SUCH CASES.

In the transaction of a great business like that of the North-Western Company we are liable to have some accidents and some people will occasionally be hurt. The first duty the company owes is to the passenger that pays it for transporting him safely, the next is to the employe, and when a passenger or employe is injured the first thing we want to do is to have them properly cared for; call a surgeon to attend them. If we have a doctor at the place he should be called at once. If not, call the nearest

Take care of
the injured

one, and if the Company's surgeon is too far away and attention is necessary before he can arrive, call a local doctor and the Company will pay for it. Next comes the traveler on the highway. He should be cared for in the same way until you are notified to the contrary.

**Tramps and
trespassers**

If any tramps are injured or killed in stealing rides on trains or walking on the track, turn them over to the town authorities. We pay nearly two millions a year as taxes and are just as much entitled to have protection as individuals, and to have persons who are trespassers and are injured through their negligence taken care of by the Town or County. But if the authorities won't take care of them don't let them lie in the street. Have them cared for until proper arrangements can be made.

**Report all
accidents on
Form 148**

When an accident occurs report it on Form 148, and report all accidents, not just those you think the Company is to blame for, report everything, as very frequently an accident occurs for which you may think the Company is not to blame where there may be a liability. If it is an employe who is injured we want his statement on Form 148. Sometimes the story of the man who is injured is different from that of the man who is responsible for the accident. We want both sides; that is the only way we can judge. Rule 914 says that an employe, whether on duty or not, who witnesses an accident, must report it. Please comply with the rule. If you do that then you have done all the Company requires. Get the names and addresses of all the witnesses, especially of outsiders.

**Report de-
fects and
preserve the
evidence**

If the accident is caused by defective cars, ma-

chinery or appliances, such as a man falling off a car account of the ladder breaking, or a passenger falls on the platform make an examination and see if anything is wrong and make a report of the examination on Form 751. If it is all right get some disinterested, reliable outsider to look at it. If, however, there was a defect we want it shown in the report, but don't advertise the fact. Report the truth and preserve the evidence if you can. If anything breaks mark it so you can identify it, send it to the Superintendent, and he will send it to me.

When people get killed away from a station the trainmen sometimes are at a loss to know what to do with the body. They have an idea that they mustn't touch or move a body until the coroner or some other official is called to see it. That is not right. We should pick the body up as kindly and as carefully as we can and take it to the next station and notify the authorities. We don't want to leave it on the ground. Put the body on the train and bring it in. Think how you would feel if it was your brother, sister, father or mother that was killed and was allowed to lie out in the weather for hours. Handle it the same as if it was some member of your family and transport it to a station in the County where the accident occurred. Never take it out of the County if you can help it. If there is no station in that County, take it to the nearest station in the next County.

If an employe or passenger is killed the Company will pay for just such a funeral as the family would have if they were to pay for it. But don't ever tell an undertaker to spare no expenses if you do he will

What to do
with body if
anyone is
killed

Funeral
expenses

simply give the same service he would have done without the order but when he makes up the bill there will be nothing spared or omitted that long practice and a vivid imagination can conceive.